

# **Exhibit 4**

## CAUSE NO. 2020-69854

|   |   |                          |
|---|---|--------------------------|
| LUCIENNE VENEGAS, Individually and        | § | IN THE DISTRICT COURT as |
| Parent and Next Friend of Minors D.V.,    | § |                          |
| G.V., M.V., C.V. and the Estate of Carlos | § |                          |
| Javier Venegas                            |   |                          |
| <i>Plaintiffs</i>                         | § | 61st JUDICIAL DISTRICT   |
| v.  | § |                          |
| YANDI TRETO GASPAR and SYM                | § |                          |
| TRUCKING, LLC                             | § | HARRIS COUNTY, TEXAS     |
| <i>Defendants</i>                         |   |                          |

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THE STATE OF TEXAS     §  
   § COUNTY  
 OF HIDALGO             §

This COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS is made and entered into this 3<sup>rd</sup> day of March, 2021, by and between LUCIENNE VENEGAS, INDIVIDUALLY AND AS PARENT AND NEXT FRIEND OF MINORS D.V., G.V., M.V., C.V. and the Estate of Carlos Javier Venegas (hereinafter collectively referred to as "Plaintiffs") and YANDI TRETO GASPAR AND SYM TRUCKING, LLC (hereinafter collectively referred to as "Defendants"), Plaintiffs and Defendants, and also collectively referred to herein as "the Parties" or the "Settling Parties."

**I. RECITALS**

A. Plaintiffs have brought this claim against Defendants for damages allegedly suffered as a result of an alleged accident which occurred on or about June 7, 2020 on roadway SH 4 close to the intersection of LBJ Blvd. in Cameron County, Texas.

B. Plaintiffs claim to have suffered damages as a result of the alleged incident.

C. Defendants deny any and all liability herein and deny all of the material allegations made by Plaintiff.



D. The Parties desire to compromise and settle their dispute and, without admission of fault and for the sole purpose of discontinuing litigation, the Parties desire to enter into this COMPROMISE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("SETTLEMENT AND RELEASE") in order to provide for certain payments in full and complete discharge and release of all claims, complaints, losses, expenses and damages, past, present, and future, which are or which could be the subject of this action and/or result from the facts, matters and occurrences described or which could have been described in the pleadings on file, if any, in the above-entitled and numbered cause.

## II. AGREEMENTS

### A. RELEASE AND DISCHARGE

1. The Parties who are releasing and discharging their claims, actions, and causes of action are the Plaintiffs and Plaintiffs' attorneys, if any.
2. The "Released Parties" (hereinafter "**Released Parties**") are the Defendants named as **YANDI TRETO GASPAS AND SYM TRUCKING, LLC** and all of their subsidiaries, parent companies, affiliates, heirs, successors, assigns, agents, servants, employees, partners, legal or personal representatives, Lancer Insurance Company (including but not limited to David Murino), attorneys (including but not limited to Paul A. Bezney, Martha Melaku, and the law firm of Adkerson, Hauder & Bezney, P.C.), employees, directors, shareholders, members, officers, and all of their insurers, and all persons, firms, organizations, corporations, or other entities in privity with the foregoing (even if such persons or entities are not specifically named in this agreement).
3. In consideration of the payments and other agreements contained herein, the Plaintiffs and Plaintiffs' attorneys, if any, do hereby RELEASE, ACQUIT and FOREVER DISCHARGE the Released Parties of and from any and all claims, demands, controversies,



liabilities, causes of action, detriments or suits of any kind or character, now owned, held or possessed or which could be owned, held or possessed in the future by Plaintiffs and/or Plaintiffs' heirs, successors, assigns, agents, or attorneys, if any, which arise from, result from, or in any way relate to or are connected with the alleged occurrence herein or the claims by Plaintiffs for any alleged damages of any nature, the settlement and investigation of such claims and any conduct, acts, torts, omissions or representations by any of the Released Parties, as well as any agent, servant, representative, attorney or employee of the Released Parties herein, all claims for any alleged act or omission, negligence, negligence *per se*, gross negligence, breach of any duty under any statute or code whether federal or state or of any nature, any intentional tort, and any and all other claims for liability, property damages of whatsoever nature arising out the occurrence, and loss of use damages, all of which is more particularly described above and which is incorporated by reference herein for all purposes.

4. Further, said Release includes, but is not limited to, the release of any liability whatsoever which arises directly or indirectly out of or is in any manner related to the alleged incident and/or occurrence in question and includes any claims that could be asserted by any person or entity by, through, or under Plaintiffs or because of any damages sustained by Plaintiffs.

5. This Release includes the release of any and all claims, demands and causes of action of whatsoever nature, whether arising at common law, or in contract, in tort, common law negligence, negligence *per se*, gross negligence, all claims for violation of any statutory enactment or any code, any administrative act, rule, regulation, or based upon any other theory of fact or law, or theory of recovery, known or unknown, presently existing or which might ever accrue in the future, of whatever nature arising out of the occurrence.

6. This Release includes without limitation, the release of all claims, demands, causes of action for personal injuries, for pain and suffering, mental anguish, loss of financial support, all property damages of whatever kind and character, claims for property lost, damaged or destroyed, any and all items of damages, physical pain and mental anguish in the past, present or future, loss of earnings or income in the past and loss of earning capacity in the future, lost wages, disfigurement, loss of services, custodial care, emotional distress, loss of consortium, lost compensation, costs of medical care, past, present and future, psychiatric care or treatments, hospital, doctor and ambulance bills and expenses, workers compensation lien, all medical bills, expenses of drugs and medicines, medical expenses in the past, present, or future, physical impairment, disfigurement, nursing services, medical appliances, physical therapy services, loss of services, loss of support, gifts and presents, emotional support, felicity, advice, guidance, counsel, loss of companionship, loss of love, affection, advice, counsel, guidance, any loss of enjoyment of life, any impairment of chance of recovery, claims for impairment or damages to any part or portion of the body and bodily function of Plaintiff, **Luciane Venegas, Individually and as Parent and Next Friend of Minors D.V., G.V., M.V., C.V., and the Estate of Carlos Javier Venegas**, of whatever nature, loss of care and protection, solace, comfort, society, assistance, loss of alimony, legal interest or interest recoverable under any theory of law or fact in the past, present, or future, claims for attorney's fees, all claims for damages under any statutory enactment or any code, any administrative act, rule, or regulation, strict liability in tort, any and all claims for actual damages, any and all claims for exemplary or punitive damages under any theory of law or fact, and any and all other expenses, damage claims, or detriments of any kind whatsoever.

7. IT IS EXPRESSLY UNDERSTOOD Plaintiff may have suffered damages that are unknown at this time. It is acknowledged the consideration received is intended to and does release



and discharge any claims or consequences thereof and extinguishes any right to assert in the future any claims not now known or suspected

**B. PAYMENTS**

1. In consideration for the Release and Discharge and the other agreements set forth above, Defendants concurrently with the execution of this SETTLEMENT AND RELEASE do hereby agree to pay jointly to Plaintiffs and Plaintiffs' attorneys, if any, the following sum:

a. Upon execution of this SETTLEMENT AND RELEASE, there shall be paid by or on behalf of Defendants and the Released Parties jointly to Plaintiffs and Plaintiffs' attorneys, if any, the total sum of **One Million Dollars and No/100 Cents (\$1,000,000.00)** to be paid as follows:

i. **Five Hundred Thousand Dollars and 00/100 cents (\$500,000.00)** is made payable to **Lucienne Venegas, the Estate of Carlos Javier**

**Venegas and Zehl & Associates; ii. Eighty-Four Thousand Four Hundred Eleven Dollars and 68/100 Cents (\$84,411.68)** is payable to **MetLife Assignment Company, Inc.** to fund future periodic payments for **Daniela Venegas** as set forth in the attached **Structured Settlement Addendum;**

iii. **Eighty-Four Thousand Four Hundred Eleven Dollars and 68/100 Cents (\$84,411.68)** is payable to **MetLife Assignment Company, Inc.** to fund future periodic payments for **Gabriela Venegas** as set forth in the attached **Structured Settlement Addendum;**

iv. **Eighty-Four Thousand Four Hundred Eleven Dollars and 68/100 Cents (\$84,411.68)** is payable to **MetLife Assignment Company,**



Inc.to fund future periodic payments for Mariela Venegas as set forth in the attached Structured Settlement Addendum;

- v. Seventy-One Thousand Three Hundred Seven Dollars and 58/100 Cents (\$71,307.58) is payable to the registry of the Clerk of the Court for the use and benefit of . Carlos Venegas, Jr. until said child reaches the age of eighteen (18), which the Court finds to be 06-072021. Thereafter, said sum is ordered to be paid to Carlos Venegas, Jr., Minor Plaintiff, with no further order from this Court is as follows: \$71,307.58 on 06-07-2021; and
- vi. One Hundred Seventy-Five Thousand Four Hundred Fifty Seven Dollars and 38/100 Cents (\$175,457.38) made payable to Zehl & Associates for the use and payment of medical expenses and attorney's fees.

2. Plaintiffs represent and warrant that Plaintiff's alone will be responsible for payment of any attorneys' fees to Plaintiffs' attorneys, if any, and/or former attorneys, if any, in this matter.

3. Plaintiffs and Plaintiffs' attorneys, if any, hereby acknowledge and confess the receipt, adequacy and sufficiency of such sums in full and final satisfaction of their claims against the Released Parties.

4. Plaintiffs represent and warrant that Plaintiffs alone will be responsible for Plaintiffs' own taxable court costs.

5. Plaintiff Lucienne Venegas agrees to execute a Partial Agreed Order of Dismissal with Prejudice regarding this claim concurrently with the payment of the above-referenced sum.



6. All sums set forth herein constitute damages on account of personal physical injuries and/or physical sickness, within the meaning of Section 1041a(2) and Section 130 of the Internal Revenue Code of 1986, as amended. No portion of the proceeds paid under this agreement represent exemplary damages, punitive damages, statutory damages, pre-judgment or post judgment interest.

### III.

#### A. INDEMNITY AGREEMENT AND ASSIGNMENT

1. Plaintiffs will INDEMNIFY, SAVE AND HOLD HARMLESS the Released Parties herein from any claims made by or through Plaintiffs for any insurance lien(s) or subrogation interest, workers compensation lien(s), hospital lien(s), Medicare lien(s), Medicaid lien(s), or any lien of any nature whatsoever for any disability benefits, bills, charges, and expenses of any doctor, hospital, or other medical services provider or insurer for any services or benefits provided or expenses incurred as a result of the alleged accident, injuries, and occurrence made the basis of the above-referenced cause. Plaintiffs warrant no other parties are entitled to assert any part of Plaintiffs' claim against the Released Parties for any alleged damages or injuries as a result of the alleged occurrence and Plaintiffs will INDEMNIFY, SAVE AND HOLD HARMLESS Defendants and Defendants' attorneys and all of the Released Parties herein from any claims made by any other person or entity claiming by and through Plaintiffs or under Plaintiffs' authority or grant of power or any claim made by Plaintiffs' spouse(s) arising out of the alleged incident.

2. Plaintiffs hereby irrevocably and fully assign all of Plaintiffs' civil claims and causes of action of every kind against YANDI TRETO GASPAR AND SYM TRUCKING, LLC, and each of the Released Parties arising out of or in any way related to the alleged accident or occurrence in question to YANDI TRETO GASPAR AND SYM TRUCKING, LLC whether



such claims are known or unknown, whether asserted in the above-entitled and numbered cause or not, whether in tort, contract, or otherwise, and Plaintiffs hereby intentionally and knowingly relinquish any rights to any claims Plaintiffs have or may have against Defendants and each of the Released Parties herein save and except for Plaintiffs' right to receive the settlement proceeds as provided for in this SETTLEMENT AND RELEASE. This Assignment is binding upon Plaintiffs and Plaintiffs' respective heirs, executors, spouses, administrators, estates, agents, successors, and assigns and anyone claiming by, through or under Plaintiffs forever.

#### **B. DISCLAIMER OF LIABILITY**

1. The Parties and their attorneys, if any, agree and acknowledge they accept payment of the sum or other concessions specified in this SETTLEMENT AND RELEASE as a full and complete compromise of matters involving disputed issues simply as a compromise of a disputed claim in order to effect an amicable settlement and in order to avoid the time, expense and uncertainty which would accompany litigation; that neither the payment of the sum or other considerations by Defendants shall be considered admissions of liability by Defendants or the Released Parties, each of which expressly dispute and deny any liability; and that no past or present wrongdoing on the part of the Released Parties shall be implied by such payment.

#### **C. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST**

1. This SETTLEMENT AND RELEASE contains the final and entire agreement between the Plaintiffs, the Defendants and the Released Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of executors, administrators, personal representatives, heirs, successors and assigns of each.

#### **D. REPRESENTATION OF COMPREHENSION OF AGREEMENT**

1. The Plaintiff acknowledges that Plaintiffs have made a full and complete investigation of Plaintiffs' rights in this matter and have had the opportunity to be represented by Plaintiffs' own attorneys throughout the negotiations leading to this SETTLEMENT AND RELEASE. Further, Plaintiffs acknowledge that Plaintiffs have had the opportunity to consult with Plaintiffs' own attorneys regarding the meaning and legal effect of Plaintiffs' signature on this SETTLEMENT AND RELEASE. Plaintiffs have carefully read the foregoing SETTLEMENT AND RELEASE, know the contents thereof, have had the opportunity to consult with an attorney of Plaintiffs' own choice regarding the meaning and effect thereof and are signing same solely of Plaintiffs' own judgment and in Plaintiffs' own best interests and as Plaintiffs' own free act and deed. Plaintiffs further agree the terms and provisions of this SETTLEMENT AND RELEASE are not to be construed more strictly against Defendants and it is the intention of all Parties to the SETTLEMENT AND RELEASE that its terms and provisions be construed as having the plain meaning of the terms used herein. This SETTLEMENT AND RELEASE shall be construed and interpreted in accordance with the laws of the State of Texas as such laws exist on the date of the execution of this Document.

2. Plaintiffs further represent and warrant Plaintiffs have not assigned any part of the claims and/or causes of action, if any, to anyone, except with respect to any assignment by Plaintiffs of an interest in the Plaintiffs' claims and/or causes of action, if any, to Plaintiffs' counsel.

3. Plaintiffs acknowledge Plaintiffs understand and agree this SETTLEMENT AND RELEASE is a full, final, and complete settlement and release and one which cannot be reopened at any time in the future regardless of what might later take place or what might later occur.



4. In executing and giving this SETTLEMENT AND RELEASE, Plaintiffs do hereby state that Plaintiffs have not relied upon any statement, promises or representation pertaining to this matter made by any person, persons, firms, organizations, entities, or corporation who are hereby released, the Released Parties, or by any person or persons representing the Released Parties.

**E. UNKNOWN CLAIMS FOR DAMAGES**

1. IT IS FURTHER UNDERSTOOD AND AGREED Plaintiffs hereby expressly WAIVE AND ASSUME THE RISK of foregoing any and all claims for damages which exist as of this date or which might arise in the future arising out of the alleged occurrence, of which Plaintiffs, as releasing parties, do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Plaintiffs' decision to enter into this SETTLEMENT AND RELEASE. Plaintiffs further agree that Plaintiffs accept payment of the sum as stated herein as a complete compromise of matters involving disputed issues of law and fact and Plaintiffs assume the risk the facts or law may be otherwise than Plaintiffs believe.

**F. SEVERABILITY**

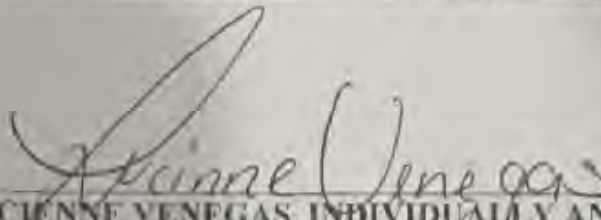
1. Each provision of this SETTLEMENT AND RELEASE is intended to be distinct and several. If any terms of this SETTLEMENT AND RELEASE shall be held or declared to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties intend and request any such offending provision be modified or altered, as necessary, so as to give other provisions maximum permissible effect and application.



Those individuals whose signatures are affixed below have read the foregoing, full, final and complete SETTLEMENT AND RELEASE and fully understand its contents and effects and affix their hands and signatures on the date indicated.

SIGNED on this 3 day of March, 2021.

**SETTLEMENT AGREEMENT AND RELEASE**  
**APPROVED AND PAYMENT ACKNOWLEDGED:**

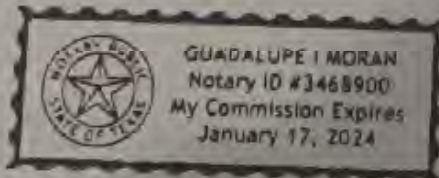


LUCIENNE VENEGAS, INDIVIDUALLY AND AS  
PARENT AND NEXT FRIEND OF MINORS D.V.,  
G.V., M.V., C.V. and the Estate of Carlos Javier  
Venegas

STATE OF TEXAS           §  
  §  
COUNTY OF CAMERON   §

BEFORE ME, the undersigned authority, on this day personally appeared **Lucienne Venegas, individually and as parent and next friend of minors D.V., G.V., M.V., C.V. and the Estate of Carlos Javier Venegas**, known to me to be the person whose name is subscribed to the foregoing instrument, who, after being by me duly sworn, upon her oath, depose and said that she signed the above and foregoing instrument; that before signing the same, she read and fully understood the contents and effect thereof; and that she executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**SETTLEMENT AGREEMENT AND RELEASE**  
**APPROVED AND PAYMENT ACKNOWLEDGED:**



